



**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801

Tel: 626.262.4511 • TDD: 626.943.3898 • [www.lacdc.org](http://www.lacdc.org)

**Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Don Knabe  
Michael D. Antonovich**  
*Commissioners*

**Sean Rogan**  
*Executive Director*

February 03, 2015


The Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

3-D February 3, 2015

  
PATRICK O'QUINN  
ACTING EXECUTIVE OFFICER

**APPROVE TRANSFER OF 4272 EAST WHITTIER BOULEVARD PROPERTY IN  
UNINCORPORATED EAST LOS ANGELES FROM THE COMMUNITY DEVELOPMENT  
COMMISSION TO THE COUNTY OF LOS ANGELES  
(DISTRICT 1) (3 VOTE)**

**SUBJECT**

This letter recommends transfer of property acquired for the El Camino Real Library project from the Community Development Commission (Commission) to the County of Los Angeles (County). The parcel at 4272 East Whittier Boulevard was used for expanding the library located at 4264 E. Whittier Boulevard in unincorporated East Los Angeles. This letter relates to an item on the Board of Supervisors agenda recommending that the County accept the transfer of 4272 Whittier Boulevard from the Commission.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Executive Director or his designee to execute a Quitclaim Deed and all related documents to transfer the property located at 4272 E. Whittier Boulevard (Property) in unincorporated East Los Angeles from the Commission to the County.
2. Find that the transfer of the site and funds are not subject to the provisions of the California Environmental Quality Act (CEQA) because the activity is not defined as a project under CEQA.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to transfer the Property acquired by the Commission for the expansion of the El Camino Real Library to the County so that the County can own, maintain and manage the

Property over the long term.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact associated with this transfer.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Library is located at 4264 E. Whittier Boulevard in unincorporated East Los Angeles. The original 3,210 square foot Library was remodeled and received a 2,319 square foot addition. The addition includes a teen area, meeting room with kitchenette, master control room for low voltage equipment, restrooms, and storage space. The original library received a remodeled staff area, new staff restroom, replacement of all interior finishes and furnishings, new skylights, electrical upgrades including new lighting fixtures, heating, venting and air conditioning equipment, internet cabling, motion detectors, and card readers at select doors for enhanced security. Exterior improvements included a new patio, parking area for 10 vehicles, book drop, motorized rolling gates, lighting, signage, landscaping and irrigation, fencing and trash area.

Upon Board approval, the Executive Director, or his designee, will present the executed Quitclaim Deed to the Chief Executive Office (CEO) for acceptance of the deed prior to recordation. Section 2.08.168 of the County Code allows the CEO to accept and consent to the recordation of any deed conveying an interest upon real property to the County. The CEO Real Estate Division will handle the acceptance of the Quitclaim Deed by the Director of Real Estate, who is authorized to accept the deed on behalf of the CEO pursuant to Section 2.08.167 of the County Code.

### **ENVIRONMENTAL DOCUMENTATION**

The transfer is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378(b)(5) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The transfer of the Property from the Commission to the County will allow the County to own, maintain and manage this community asset.

The Honorable Board of Commissioners

2/3/2015

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:SS:so

Enclosures

## **QUITCLAIM DEED**

Recording Requested by:  
Community Development Commission  
of the County of Los Angeles

After Recordation, Mail to:

County of Los Angeles  
222 South Hill Street, 3rd Floor  
Los Angeles, CA 90012

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This document is exempt from Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code.  
Assessor Parcel No. 5236-015-906

## **QUITCLAIM DEED**

For valuable consideration, the receipt of which is hereby acknowledged,

THE COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body, corporate and politic, of the State of California (herein called "Grantor"), does hereby surrender, release and quitclaim to the COUNTY OF LOS ANGELES, a public body, corporate and politic (herein called "Grantee"), all the rights, title and interest in and to the described real property (the "Site"). The Site is located at 4272 East Whittier Boulevard, Los Angeles in the unincorporated Los Angeles County, and is more particularly described in the attached Exhibit A, which is incorporated herein by this reference as though set forth in full.

THE TRANSFER AND CONVEYANCE IS MADE SUBJECT TO AND GRANTEE TO ASSUME:

1. Title Conditions.
  - a. The Site is subject to all taxes, interest, penalties and assessments of record assessed, but not yet due, if any.
  - b. The Site is subject to all covenants, conditions, restrictions, reservations, easements, rights, and rights- of-way of record, if any.
  - c. The Site is subject to any matters which Grantee has knowledge as of the date of transfer.
  - d. The Site is subject to any other encumbrance or interest in the Site, recorded or unrecorded, if any.

e. All costs and expenses related to the conveyance of title to the Site by escrow, including but not limited to, the cost of a title insurance policy, if any, and all documentary transfer taxes and document drafting, recording and miscellaneous charges and fees.

2. Grantee Inspection. Grantee has been given the full opportunity to inspect the Site and conduct any and all studies, tests or other investigations which Grantee considers appropriate. Grantee is relying solely on its own investigation of the Site in determining whether to acquire the Site and whether Site is acceptable for Grantee's intended purposes. Any information regarding the Site or otherwise provided by Grantor to Grantee is provided without representation or warranty as to its accuracy or completeness.

3. Grantee acknowledge that Grantor is transferring the Site "as-is" "where is" with all faults, and no representation or warranties of any kind whatever, express or implied, have been made by the Grantor as to the condition, use of the Site, or its suitability for Grantee's intended use.

4. Remedies. In the event of any breach of any covenants contained in this Quitclaim Deed, the Grantor, its successors and assigns, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Quitclaim Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and assigns.

Grantee acknowledges that the injury which may arise from any breach of its obligations under this Quitclaim Deed may not be sufficiently compensable with monetary damages and injunctive relief including specific performance is an appropriate remedy. To the extent permitted by law Grantor shall not be required to post a bond in connection with pursuit of injunctive relief and Grantee waives any right to require or request a bond in connection with a request for injunctive relief.

5. Interpretation. In the event of any express conflict between this Quitclaim Deed and the provisions of any other documents executed or purported to be executed, or any other agreements between the Grantor and Grantee, prior to the date hereto, the provisions of this Quitclaim Deed shall in all instances govern and prevail.

6. All risk of loss or damage with respect to the Site to pass from Grantor to Grantee upon recordation of this Quitclaim Deed.

7. Indemnity. Grantee shall defend, indemnify, and hold harmless Grantor and its directors, officials, officers, agents, representatives and employees (hereinafter collectively referred to as the "Indemnified Parties") from and against any and all liabilities, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, of every kind and

nature whatsoever (hereinafter collectively referred to as "Liabilities"), however arising (including without limitation from intentional acts, negligence or statute as well as directly or indirectly) out of, pertaining to, or in connection with the Site (including the future condition thereof), any activities conducted at the Site, and the environmental conditions of the Site, provided that Grantee shall not be required to indemnify and hold the Indemnified Parties harmless from Liabilities caused by the gross negligence or willful misconduct of the Indemnified Parties.

8. Release. The condition of the Site has been factored into the acceptance of the Site by Grantee and in furtherance thereof Grantee hereby releases the Indemnified Parties and waives any claims it may have against any of the Indemnified Parties arising from the condition of the Site and areas in, on, under and around the Site, including but not limited to its geotechnical, environmental and topographic conditions, and in connection with such release and waiver Grantee is familiar with and hereby waives the provisions of Section 1542 of the California Civil Code which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

9. Conflict of Interest; No Individual Liability. No official or employee of Grantor or Grantee shall have any personal interest, direct or indirect, in this Quitclaim Deed or any related agreements given in connection with this Quitclaim Deed ("Related Documents"), nor shall any official or employee of Grantor or Grantee participate in any decision relating to this Quitclaim Deed which affects such official's or employee's pecuniary interest in any corporation, partnership or association in which such official or employee is directly or indirectly interested. No official or employee of Grantor or Grantee shall be personally liable in the event of a breach of this Quitclaim Deed by an official or employee of Grantor or Grantee. Grantee and Grantor shall within not less than ten (10) days after learning of any such conflict of interest or facts which reasonably indicate that a conflict of interest may exist, notify the executive director of Grantor or Grantee.

#### 10. Miscellaneous Provisions.

a. Interpretation. The provisions of this document shall be liberally construed to effectuate its purpose.

b. Severability. Invalidation of any of the covenants, conditions, restrictions, or other provisions contained in this Quitclaim Deed by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, which shall remain in full force and effect.

c. Headings. The caption headings of the various sections and paragraphs of this Quitclaim Deed are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections or paragraphs.

d. Effective Date. This Quitclaim Deed shall take effect upon its recording in the Office of Los Angeles County Recorder.

e. Notices. Notices, demands, requests, consents, and other communications given in connection with this Quitclaim Deed between Grantor and Grantee shall be given either by personal service, by overnight courier, or by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the principal offices of Grantor or Grantee, as follows:

If to Grantor:

Community Development Commission of the County of Los Angeles  
700 W. Main St.  
Alhambra, CA 91801  
Attn: Executive Director

If to Grantee:

County of Los Angeles  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012  
Attn: Chris Montana

Notices shall be effective upon receipt, if given by personal delivery; upon receipt if given by overnight courier; the earlier of (A) three (3) business days after deposit with United States Mail, or (B) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; and one (1) business day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent pursuant to this Quitclaim Deed.

f. No third Party Beneficiaries Intended. Except as otherwise provided in this Quitclaim Deed, this Quitclaim Deed is made solely for the benefit of the parties to this Quitclaim Deed and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Quitclaim Deed.

g. Time is of the Essence. Time is expressly made of the essence with respect to the performance by the Grantee of each and every obligation and condition of this Quitclaim Deed.

h. Authority. Each party to this Quitclaim Deed represents and warrants to the other that it has the capacity and authority to enter into this Quitclaim Deed.

j. Counterparts. This Quitclaim Deed may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of a signed counterpart of this Quitclaim Deed by facsimile or email shall have the same legal effect as delivery of an original signed counterpart by hand. This Quitclaim Deed shall only be effective as a binding legal Quitclaim Deed among the parties after it has been signed by Grantor and recorded in the Official Records. The submission of a draft of this Quitclaim Deed to a party is not intended as an offer. The parties may terminate negotiation at any time prior to the exchange of signed counterparts among the parties and no duty of good faith or fair dealing shall apply to the negotiation among the parties prior to the exchange of signed counterparts among the parties.

[illegible]



IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**GRANTOR:**

COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
SEAN ROGAN, Executive Director

APPROVED AS TO FORM:  
MARK J. SALADINO  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary

Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
*Notary Public*

(Seal)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Assessor Parcel Number**

5236-015-906

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE WESTERLY 50 FEET OF LOT 1 AND ALL OF LOT 2 OF TRACT NO. 7707, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

